

# **EXHIBIT A**

November 16, 2007

Mr. Jay Park  
Fargo Pacific Inc.  
P. O. Box 2492  
Agana, Guam 96932

**Subject: Consulting Agreement for Contract #N4092-06-D-2540, Indefinite Delivery  
Indefinite Quantity Roofing Construction Contract – Miscellaneous Roofing  
Repairs at Various Locations, Guam**

Dear Jay,

It was a pleasure speaking with you today regarding the opportunity of working as a consultant for Fargo Pacific Inc.(Fargo) to assist in the self performance by Fargo of future roofing Task Orders on the subject contract.

This document will serve as an agreement for services provided and spell out the duties of each party, in addition to listing as thoroughly as possible the guidelines applicable to this agreement.

It is agreed that the Gross Profit, as defined below, will be evenly divided (50/50) between Fargo and Ed McConnell (Ed) upon final payment by the customer, and after all cost for the specific Task Order have been accounted for. Partial distributions of the anticipated Gross Profit proceeds may be made to Ed if 100% customer payment is delayed, or if approved by both parties.

Gross Profit, as used in this agreement, will be the difference between the Task Order(Contract) amount and the direct costs(installed material and the labor to install) of the Task Order. No other costs, except as noted below, will be included in determining the Gross Profit. An Excel spreadsheet will be developed per task order in order to account for all direct job costs. Ed and Jay Park will approve all costs added to the direct costs, and both individuals will approve the spreadsheet before payment to Ed.

The following is a listing of items pertinent to this agreement:

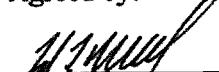
- 1- This agreement will only pertain to roofing work which is self performed by Fargo.
- 2- Ed may also be assisting Western Roofing Service during the period covered by this agreement.
- 3- Guam Gross Receipts Tax, at 4.16%, will be part of the direct costs.
- 4- The actual Performance and Payment Bond invoices will be part of direct costs.

- 5- Ed will not receive a salary as part of this agreement.
- 6- All reasonable travel/lodging/per diem/auto/cell, etc. expenses incurred by Ed in connection with the management of Fargo self performed Task Orders will be reimbursed by Fargo and included as direct costs.
- 7- Labor costs will be calculated and tracked as currently done by Fargo and Ed for Western Roofing Service, and included in direct costs.
- 8- Fargo office and administrative personnel will continue to perform the same duties in connection with the execution of Task Orders as they have been doing with Western Roofing Service. While actual on site construction is occurring on Fargo Self Performed Task Orders, an allowance of \$3,000 per month will be assigned to the direct costs for the applicable Task Order or Orders for these duties. As a clarification, Task Orders which have been signed, yet for which field work has not begun, will not be assigned the allowance. Should a situation occur where field work on a Task Order has not begun, yet the administrative work is beyond normal for a non active Task Order, Jay and Ed will agree on an equitable amount of allowance for the above normal administrative duties.
- 9- A designated administrative assistant will assist Fargo personnel in the execution of administrative duties and whose cost will be included as part of the direct costs.
- 10- A truck will be purchased by Fargo and titled in the name of Dave Amador, Project Superintendent, at no cost to Mr. Amador. Mr. Amador will be responsible for the registration and insurance. All repairs, maintenance and fuel will be paid directly by Fargo. The cost of the vehicle, repairs, maintenance and fuel will be a direct job cost.
- 11- Numerous vehicles, tools, equipment and ancillary items will be purchased by Fargo to be used for the self performed roofing work and will be a direct job cost. Fargo and Ed will equally divide the possession and ownership of all vehicles, equipment, tools, etc at the completion of the self performed work for any items that were a direct job cost.
- 12- Mr. Amador will receive a bonus of approximately 15 percent of the Gross Profit.
- 13- Ed will manage all aspects of the project in a manner similar to which he is currently doing so for Western Roofing Service, ie. pricing Task Orders, ordering materials, supervising field management, securing Manufacturers Warranties, insuring contract compliance, etc.
- 14- Major material and equipment purchases will be done through credit cards maintained by Ed. Fargo will make direct and timely payments to the credit card companies for Ed's benefit, and direct job cost the payments.
- 15- Payroll will be allocated by Task Order for Fargo's Self Performed work. In the instance that Western Roofing Service is also performing work utilizing Fargo personnel, the payroll cost for Western Roofing Service must be allocated separately as well.
- 16- It is anticipated that all tools, equipment and material will be stored at the Yigo yard.
- 17- Fargo personnel will forward copies of all invoices and issued checks of direct cost items to Ed so that they may be approved and included in the Gross Profit spreadsheet. It is important for all invoices to be forwarded in a timely manner to allow for payment after arrival by Ed.

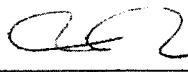
- 18- In addition to the subject contract, this agreement may pertain to other roofing work self performed by Fargo in which Ed assists.
- 19- Fuel, vehicle maintenance, etc. for jobsite field personnel will be either paid or reimbursed by Fargo and noted as a direct job cost.
- 20- The terms of this agreement will be kept confidential by both parties.

It is agreed that should any dispute arrive from this agreement that cannot be resolved, the dispute will be arbitrated in Guam, by a mutually approved Arbitrator. Both parties hereby agree to abide by the decision of the Arbitrator. Further, the losing party to any arbitration will pay all costs involved in the arbitration.

Agreed by:

 Date 11/28/07

Ed L McConnell

 Date 11/28/07

Jay Park, President  
Fargo Pacific Inc.